



ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು
ವಿಶೇಷ ರಾಜ್ಯ ಪತ್ರಿಕೆ

ಭಾಗ - ೪ಎ Part - IVA	ಬೆಂಗಳೂರು, ಶುಕ್ರವಾರ, ೧೯, ಮೇ, ೨೦೨೩(ವೈಶಾಖ, ೨೯, ಶಕವರ್ಷ, ೧೯೪೫) BENGALURU, FRIDAY, 19, MAY, 2023(VAISHAKHA, 29, SHAKAVARSHA, 1945)	ಸಂ. ೧೮೯ No. 189
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GOVERNMENT OF KARNATKA

No. RD 07 LGP 2023

Karnataka Government Secretariat,

M.S. Building,

Bengaluru, Dated:18.05.2023.

NOTIFICATION

The draft of the following rules further to amend the Karnataka Land Grant Rules, 1969 which the Government of Karnataka, proposes to make in exercise of the powers conferred with section 197 of the Karnataka Land Revenue Act, 1964 (Karnataka Act 12 of 1964) is hereby published as required by sub-section (1) of section 197 of the said Act for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after the expiry of fifteen days from the date of its publication in the official Gazette.

Any objection or suggestion, which may be received by the State Government from any person with respect to the said draft before the expiry of the period specified above, will be considered by the State Government. Objections or suggestions may be addressed to the Secretary to Government, Revenue Department, Multi Storied Building, Dr. Ambedkar Veedhi, Bangalore – 560 001.

DRAFT RULES

1. Title and Commencement:- (1)These rules may be called the Karnataka Land Grant (Amendment) Rules, 2023.

(2) They shall come into force from the date of their final publication in the Official Gazette.

2. Insertion of new rule 19-B.- In the Karnataka Land Grant Rules, 1969, after rule 19-A the following shall be inserted, namely:-

“19-B. Lease of land for Cultivation of Plantation Crops.- (1) A Family in unauthorized occupation Government Land of Cultivating Plantation Crops may be leased to such family by the Deputy Commissioner without auction subject to the following conditions, namely:-

(i) that family shall be in unauthorized occupation of land for cultivation of Plantation Crops prior to 1st day of January, 2005 and shall continue to be in possession of such land on the date of commencement of the Karnataka Land Grant (Amendment) Rules, 2023;

(ii) the extent of land that may be leased to a family shall be upto twenty five acres;

(iii) the Government Land held in possession unauthorizedly over and above the extent of land that may be leased under these rules shall be surrendered to the Government by the said family prior to entering into lease agreement as under sub-rule (6);

(iv) the amount of annual lease rent payable for the lands leased under these rules shall be,-

Sl. No.	Number of acres	Lease Amount
1.	Upto 1 acre	Per year Rs. 1000/-
2.	More than 1 acre and upto 5 acres	Per acre-per year Rs. 1500/-
3	More than 5 acres and upto 10 acres	Per acre-per year Rs. 2000/-
4	More than 10 acres and upto 15 acres	Per acre-per year Rs. 2500/-
5.	More than 15 acres and upto 20 acres	Per acre-per year Rs. 3000/-
6.	More than 20 acres and upto 25 acres	Per acre-per year Rs. 3500/-

The entire lease amount for thirty years shall be paid before granting the lease at one instance.

(v) the period of above such lands shall not be more than thirty years;

(vi) if Lessee expires during the lease period, the lease shall be transferred only to lessee's lessee's family as specified in section 94-E of the Act till the remaining lease period;

(vii) leased land shall not be sub leased or alienated;

(viii) trees already existing on such Government lands shall be the property of the Government and lessee shall protect such trees;

(ix) leased lands shall only be used for cultivating the plantation crops and shall not be utilised for any other purposes;

(x) mortgage of leased land in favour of the State Government or a Scheduled Bank or Co-operative Bank for crop loan for the purposes of cultivating plantation crops shall not be regarded as alienation for the rules; and

(xi) No such lands shall be leased if the land comes under purview of Forest (Conservation) Act, 1980 (Central Act 69 of 1980).

(2) Any family who complies with the condition specified in clause (i) of sub-rule (1) may make an application to the Tahsildar of the concerned Taluk in Form No. IX within three months from the date of commencement of the Karnataka Land Grant (Plantation Crops) (Amendment) Rules 2023.

(3) On receipt of the said application, the Tahsildar, after due verification and enquiry as may be necessary, shall examine the eligibility of the applicant for lease of land under this rule and place the records of his findings before the Deputy Commissioner.

(4) The Deputy Commissioner, on scrutiny of the records submitted by the Tahsildar and after satisfying himself that the applicant is eligible for lease of land under these rules or otherwise, shall pass necessary orders either sanctioning the lease or rejecting the same within three months from the date of receipt of application.

(5) Upon receipt of orders from the Deputy Commissioner as per sub rule (4), the Tahsildar shall issue orders for sanctioning the lease in favour of that family incorporating the conditions specified under this rule.

(6) Every family which is leased land under this rule shall execute the lease deed for temporary occupation of Government land for Plantation Crops cultivation in Form No. X. The lease shall come into force from the date of execution of the said lease deed.

(7) If the Government requires the leased lands for any Government / Public purpose viz., sites for poor, hospital, school etc., leased lands shall be resumed to the Government without any notice and the amount due for the rest of the leased period will be remitted to the lessee.

By Order and in the name of the
Governor of Karnataka

(VIMALAMMA C.)

Under Secretary to Government,
Revenue Department (Land Grants-1).

FORM IX
[See sub-rule (2) of 19-B]

To,

The Tahsildar

.....Taluk

I am in unauthorized occupation of the land belonging to the State Government for the purpose of Plantation of Crops i.e. Cardamom, Coffee, Pepper, Rubber or Tea crops cultivation, the particulars of which are furnished below. I request that the said land may be leased to me as per terms of the Rule 19-B of the Karnataka Land Grant Rules, 1969.

1	Name of the applicant with address	
2	Age	
3	Profession	
3	Particulars of other Members of the family	
4	Particulars of the land in unauthorized occupation.	(a) Village: (b) Taluk: (c) Survey Number: (d) Extent: Acres----- Guntas----- (e) Boundaries: (i) North (ii) South (iii) East (iv) West (f) Sketch enclosed : Yes /No
5	Date of unauthorized occupation	

6	Purpose of unauthorized occupation		
7	Particulars of unauthorized occupation of Government land by any other members of the family of the applicant for coffee cultivation	Name and address	
		Relationship to the applicant	
		(a) Village:	
		(b) Taluk:	
		(c) Survey Number:	
		(d) Extent: Acres----- Guntas-----	
		(e) Boundaries: (i) North (ii) South (iii) East (iv) West	
		Date of unauthorized occupation	

I hereby undertake that I shall abide by all the conditions that may be imposed while granting lease of the above land as per the provisions of rule 19-B of the Karnataka Land Grant Rules, 1969.

Place:

Date:

Signature of the applicant

ACKNOWLEDGEMENT

Reg. No. _____ Dated: _____ Received an application from
Sri/Smt _____ for leasing of plantation crop
land in Survey No. _____ of village _____ Hobli _____ of
Taluk _____ Distirct _____.

Receiving Clerk in the office with seal.

FORM X
[See sub-rule (6) of 19-B]

Form of lease deed for temporary occupation of State Government Land for Cultivation of Plantation Crops.

This deed of lease made thisday of.....Two thousand andbetween the Governor of Karnataka (which expression shall include his successors in office and assigns) of the one part andresiding athereinafter called “the lessee” (which expression shall include his heirs, executors, administrators, legal representatives) of the other part witness as follows:

The Governor of Karnataka hereby grants the land described in the Schedulebelowonleaseto Sri/Smt.....(name and address of the lessee) for temporary occupation for a period thirty years and on expiry of this period the shall be resumed to the Government subject to the following terms and conditions to which the aforesaid lessee has agreed,-

1. The lessee shall use the land leased for the purpose of plantation cultivation only;
2. The lease is liable to cancellation if it be found that it was grossly inequitable or was made under a mistake of fact or owing misrepresentation or fraud or that there was irregularity in the procedure;
3. In the event of such cancellation of the lease, the lessee shall not be entitled to compensation or any loss caused to him by the cancellation;
4. The lessee shall not do any act which is destructive or permanently injurious to the land;
5. The land shall be cultivated personally or by the members of the family of the lessee;
6. The land shall not be used for political meetings;
7. The lessee shall permit the Government officials with or without workmen at any time to inspect the lands aforesaid to view the condition and state thereof;
8. The lessee shall not assign or underlet the benefits arising under this lease or any part thereof without the previous written permission of the Government,-
 - (a) The Government reserve to the right to all sandalwood trees and their branches and roots which exist at the time of lease (which is described in the schedule attached) as well as those which may grow subsequently on the lands leased and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land in question and dispose of them at their pleasure. The lessee shall not be entitled to cut or remove them or cause them to cut or removed without the permission of the Deputy Commissioner;

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- (b) The lessee shall take all reasonable measures to the satisfaction of the Deputy Commissioner for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land;
 - (c) The lessee shall take steps to see that marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with; and
 - (d) In the event of the infringement of, or failure to observe any of the conditions specified sub-item (a), (b) or (c) above, the lessee shall pay to the Government such compensation as is determined by the Deputy Commissioner for any losses or damage caused by such infringement or failure on his part. The Government shall also be at liberty to cancel the lease and re-enter on the land and the whole and shall thereupon vest absolutely in the Government. In that case the lessee shall not be entitled to any compensation whatever.
9. The lessee shall not erect any buildings, fences or structures of a permanent or temporary character on the land without the previous written sanction of the Government.
 10. The lessee shall not cut any live trees without the previous permission of the Deputy Commissioner. The withered and wind-fallen trees shall also be the property of the Government and shall be handed over to the concerned Village Accountant.
 11. The sale-proceeds of withered and wind fallen trees and those cut under condition (8) shall be credited to the Government.
 12. The lessee shall have no rights whatsoever to any trees standing on the land or to their usufruct.
 13. The usufruct of the trees may be leased out in auction by the officers of the Government according to the practice obtaining in the district and the lessee shall allow a right of passage to persons to whom the usufruct of the trees is so granted by the Government.
 14. The lessee shall not without the previous written sanction of the Deputy Commissioner permit any person to use the land or any structure thereon or any portion of the land or structure except as provided in condition (1).
 15. The lessee shall on the termination or revocation of this lease, restore the said land to the Government in as good condition as is consistent with the foregoing conditions.
 16. The lessee shall be answerable to the Government for all or any injury or damage done to the said land and other property of Government thereon except as is permitted by the foregoing conditions.
 17. The lease hereby given may be revoked by the Deputy Commissioner acting on behalf of the Governor of Karnataka, after giving (.....) month's notice in writing and shall be terminable by the lessee by giving to the Deputy Commissioner month's notice in writing without prejudice to any right of action or remedy of the Government in respect of any antecedent breach of any of the foregoing conditions. The lessee shall not in case of such revocation or termination be entitled to any compensation in respect of any structures on the land or any improvements effected

by him to the land or for the loss caused by the interruption of his occupation but he may, before the revocation or termination of the lease takes effect or if the lease is revoked without notice within such time as may be allowed by the Deputy Commissioner in that behalf, remove such structures.

18.If any dispute or difference shall at any time hereafter arise between the Government or their officers, on the one part and the lessee as to the rights, duties or liabilities of either party in respect of any matter or thing relating to or arising out of the lease or the construction or the meaning of all or any of the provisions herein contained the said dispute or difference shall be referred for settlement to the arbitration of the Deputy Commissioner for the time being and his decision be final.

19.The lease includes all rights, easements and appurtenances belonging to the land or purported to belong to it or usually held or enjoyed with it. The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land and the right of Government to the mines and quarries, adjacent to the land or however reserved and are in no way affected by the lease.

SCHEDULE

District	Taluk	Town or Village	Survey number	Area acres/guntas	Boundaries N.S.E.W.
(1)	(2)	(3)	(4)	(5)	(6)

In witness whereof (name and designation) acting for and on behalf of and by the order and direction of the Governor of Karnataka and the lessee aforesaid have hereunto set their hands this ons.....day of..... Two thousand.....

Signed by

Aforesaid

In the presence of, -

1.

2.

Signed by

In the presence of,-

1.

2.

Tahsiladar